

**REMARKS**

1. Applicant thanks the Examiner for his findings and conclusions.
2. Claims 1-21 stand rejected under 35 U.S.C. § 102(e) as being unpatentable over U.S. patent publication no. US 20030144894 (hereinafter "Robertson").

**Claims 1, 7, 13**

As to Claim 1, the Applicant respectfully disagrees.

While Claims 1, 7, and 13 is to be read and interpreted in its entirety, the following simplification is provided for illustrative purposes. The Principal (P) shares information with the Discovery service (D), which in turn shares the information with a first Web Service (WS1), which then shares that information with a second Web Service (WS2). Hence information, which includes both an identity and a discovery service descriptor is sent from the Principal (P) all the way through the chain to the second Web Service (WS2). The teachings of Robertson are in stark contrast to this flow of information as is detailed herein.

First, the Examiner cites Robertson at Figure 29 and at paragraph [0566], which teaches at lines 7-8 that the Telco/network service is a "funds transfer service". The service is referred to as a voucher. Figure 29 shows money flowing in series from the programmer, to a first Service A, to a second Service "B" (BonAmi), and to a third Service "C" (Comet). The Examiner asserts that *"Figure 29 shows a first Web service invoking a second desired service, and thereby sending a voucher which contains the service assertion associated with said second Web service"*. However, this is not what is taught by Robertson. Robertson goes on to explicitly state at paragraph [0602], lines 8-10, emphasis added: "In previous examples when we drew a dollar flow from Service "B" to Service "C", it was implied that BonAmi was paying Comet." This quote from Robertson directly contrasts the invention of Claim 1. Particularly, it is clear from this quote that Service "B" is paying Service "C" and that Figure 29 is not teaching

transferring a voucher from the Principal through vendors to a final vendor. Indeed, this is obviously not the case or intermediate vendors would not get paid! However, obviousness is not relied upon as Robertson goes on to detail the money flow, as explained in the next paragraph.

Robertson at paragraph [0602], lines 11-12 in the sentence immediately following the above quoted line goes on to state: "we need to be more precise about who is paying whom". The rest of paragraph [0602] and [0603] go on to detail how the money flows. Particularly, Figure 31 shows that the Charlie's money goes to Service Z and that Service Z's goes to Service A. Robertson explains that this is the case as "Charlie can't trust ZebraSoft enough to reveal his password", paragraph [0602], lines 25-26. Now Robertson has explicitly taught that the Principal (P) pays money to Service "A" and that Service "A" using Service "A" money pays Service "B". This is in direct contrast to the claimed invention as claimed, which requires:

upon said first Web service determining a need to invoke a second desired service at a second Web service, said second Web service requesting from said first Web service a second service descriptor associated with said second Web service and a second service assertion associated with said second Web service; and

in response to receiving said request for said second service descriptor and said second service assertion, said discovery service concatenating said second service assertion to said first service assertion and subsequently passing said first service assertion and said second service assertion to said second Web service via said first Web service;

in response to receiving said first service assertion and second service assertion, said first Web service invoking said desired second service at said second Web service, wherein said second Web service obtains chained assertions from said first Web service, wherein said first Web service obtains said chained assertions from said discovery service, wherein said chained assertions comprise said identity assertion and said discovery service descriptor sent to said discovery service by said principal.

Hence, Robertson teaches away from the language of Claim 1, which required chained assertions. Certainly, as Robertson explicitly states that the first Web Service (WS1) sends their own money to the second Web Service (WS2), then Robertson explicitly teaches away from the Principal (P) passing identity and descriptor service information through both the Discovery Service (DS) and the first Web Service (WS1) to the second

Web Service (WS2). Stated again, Robertson does not teach passing money from the Principal to the second Web Service nor does Robertson teach passing identity of the Principal to the second Web Service. Robertson merely teaches each vendor using a money transfer and explicitly teaches away from the claimed invention. Prior art must be considered in its entirety, including disclosures that teach away for the claims, MPEP 2141.02 and *W.L. Gore & Associates, Inc. v. Garlock, Inc.*, 721 F. 2d 1540, 220 USPQ 303 (Fed. Cir. 1983), *cert. denied*, 469 U.S. 851 (1984). Claims 19-21 contain the same concatenization of service requirement and exactly the same section of Robertson is cited against the corresponding sections of Claims 19-21, hence Claims 19-21 are similarly argued. As Robertson teaches away from the claimed invention, in view of MPEP 2141.02 the current rejection of Claims 1, 7, and 13, and 19-21 and all claims dependent therefrom under 35 U.S.C. § 102(e) as being unpatentable over Robertson is deemed to be improper.

### CONCLUSION

In view of the above, the Application is deemed to be in allowable condition. The Examiner is therefore earnestly requested to withdraw all outstanding rejections, allowing the Application to pass to issue as a United States Patent. Should the Examiner have any questions regarding the application, he is respectfully urged to contact Applicant's attorney at (650) 474-8400.

Respectfully submitted,



Michael A. Glenn

Reg. No. 30,176

Customer No. 22862